

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.05-076

ANNUAL REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES SOUTH 70TH OLD CHENEY TO PINE LAKE ROAD

DATE: May 11, 2005

CONTRACT PERIOD: April 18, 2005 thru April 17, 2006

CONTRACTOR: Aaron Svik
2600 SW 12th St.
Lincoln NE 68522

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Aaron Svik
Telephone No.: 423-8776
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Contract dated May 10, 2005

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. #73130
Dated:5/10/05

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**LANDSCAPE MAINTENANCE SERVICES AGREEMENT
FOR
SOUTH 70th STREET - OLD CHENEY TO PINE LAKE ROAD**

THIS AGREEMENT, made this 5 day of May, 2005 by and between Aaron Svik, 2600 SW 12th Street, Lincoln NE 68522, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through April 17, 2006, with option to renew for one (1) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. RATES

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 1, APPENDIX 2**, attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
- 3.2 **ANNUAL SPRING MAINTENANCE** (completed during April of the year)

- 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.
- 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
- 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the **inside back edge** of curbs).
- 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" groove edge established by machine next to back of curbs to allow wood chip mulch to settle into groove to a height no greater than top of curbs).
- 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
- 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
- 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.
- 3.2.8 Removal of all debris from designated landscape maintenance areas.
- 3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, curb to curb.

3.3 MONTHLY MAINTENANCE

- 3.3.1 Removal of plant material not included in **APPENDIX 1** from planted areas and paved areas adjacent to planted areas of the median(s), from curb to curb.
- 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), curb to curb.
- 3.3.3 Removal of litter and debris from the planted and paved areas of the median(s).

3.4 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 3.5.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 3.4.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 2**) within two (2) days from date of inspection to:
City of Lincoln Parks and Recreation Dept
Planning Department Attn: Mark Canney
2740 'A' Street
Lincoln, NE 68502
- 3.4.3 Such reports may also be faxed to 441-8706.

3.5 **PESTICIDE APPLICATION**

- 3.5.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.5.2 Any proposed pesticide application(s) must be approved by the City before being done by the Contractor.

4. **ADDITIONAL SERVICES**

- 4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department Park Planner, Mark Canney prior to installation.
- 4.2. Any plant material replaced shall include a one year warranty. This includes trees, shrubs and perennials.
- 4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements.
- 4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (**BASIS OF PAYMENT**).

5. **TERMINATION**

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

6. **INSURANCE**

In this connection with this Agreement, the Contractor shall carry insurance the following kinds and minimum limits as indicated in the Insurance Clause document, attached to this Agreement and made part of this Agreement by reference."

7. **INDEMNIFICATION**

- 7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

8. **NON-DISCRIMINATION**

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. **DRUG FREE WORKPLACE**

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. **INDEPENDENT CONTRACTOR**

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. **INVOICES**

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Mark Canney.
- 11.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. 7. **BASIS FOR PAYMENT**
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. **ASSIGNMENT**

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 10th day of May, 2005.

City of Lincoln, Nebraska

Attest

City Clerk



Contractor

Aaron Svik

Company Name

2600 SW 12th Street

Street Address

Lincoln,

NE

68522

City

State

Zip Code

890-0631

Telephone Number(s)

Mayor

By:

Aaron D. Svik

Name (Print)

Signature

Title

APPENDIX I
SOUTH 70th STREET - OLD CHENEY TO PINE LAKE ROAD
PLANT LIST

PLANT LIST	MAINTENANCE CONSIDERATIONS
Sugartyme Crabapple (<i>Malus Sugartyme</i>)	Prune broken, twisted, multidirectional branches and suckers.
Buffalograss (<i>Buchloe dactyloides</i>)	<p>1) Mow one time in early spring to a height of 2".</p> <p>2) Dormant grass apply Roundup to control weeds in early-mid April. Fall application after first frost or when grass has gone dormant (dormancy = straw brown leaves). Do not apply if dormant turf is showing any green color!</p> <p>3) Pre-emergence - Spring application when soil temperatures reach 50 degrees F. A second application in late summer or early fall. (Use only Plateau, Ronstar G, Dimension, Dacthal, Barricade, Pendulum or Surflan).</p> <p>4) Postemergence - do not apply if temperature exceeds 80 degrees F (Use Plateau or arsenic compounds DSM, MAMA).</p> <p>5) A second mowing to occur 45 days after the first mowing and/or again as requested by the Parks Department.</p>
Japanese White Spirea (<i>Spirea albiflora</i>)	Prune back to 6" in the early Spring.
Hancock Coralberry (<i>Symphoricarpos x chenaulti</i> 'Hancock')	Prune to remove dead branches.
Missouri Primrose (<i>Oenothera missouriensis</i>)	Remove dead foliage.
Goldstrum Rudbeckia (<i>Rudbeckia Goldstrum</i>)	Cut back to ground in Spring.
Purple Poppy Mallow (<i>Carllirhoe digitata</i>)	Remove dead foliage.

APPENDIX 2

SOUTH 70th STREET - OLD CHENEY TO PINE LAKE ROAD MAINTENANCE INSPECTION REPORT

DATE: _____ PREPARER'S NAME (PRINT): _____

COMPANY NAME: _____ SIGNATURE: _____

LOCATION OF INSPECTION: _____ TELEPHONE: _____

Note: Please circle best response to questions.

1. Current growing condition of plant materials? Dormant Bud Stage Active Growth

2. Current health condition of plant materials

PLANTS

Sugartyme Crabapple (<i>Malus 'Sugartyme'</i>)	POOR	FAIR	GOOD	EXCELLENT
Buffalograss (<i>Buchloe dactyloides</i>)	POOR	FAIR	GOOD	EXCELLENT
Japanese White Spirea (<i>Spirea albiflora</i>)	POOR	FAIR	GOOD	EXCELLENT
Hancock Coralberry (<i>Symphoricarpos x chenaulti Hancock</i>)	POOR	FAIR	GOOD	EXCELLENT
Purple Poppy Mallow (<i>Callirhoe involucrata</i>)	POOR	FAIR	GOOD	EXCELLENT
Goldstrum Rudbeckia (<i>Rudbeckia 'Goldsturm'</i>)	POOR	FAIR	GOOD	EXCELLENT
Missouri Primrose (<i>Oenothera missouriensis</i>)	POOR	FAIR	GOOD	EXCELLENT

3. Current soil moisture? SATURATED MOIST DRY DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control YES NO

Name of chemical(s) applied: _____

Application of post emergent herbicide for weed control? YES NO

6. Insect, disease and/or animal damage observed YES NO

Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection .

SPECIFICATION NO. 05-076
BID OPENING TIME: 12:00 NOON
DATE: April 6, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

**REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES
(SOUTH 70th STREET - OLD CHENEY TO PINE LAKE ROAD))**

WORK REQUIREMENTS		PRICE
Annual Maintenance	Total Lump Sum Price	\$ <u>1800.⁰⁰</u>
Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Maintenance)	\$ <u>95.⁰⁰</u> /Month
Pesticide Application*	Hourly Price	\$ <u>40.⁰⁰</u> /Hour

***NOTE:** Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.

BID SECURITY REQUIRED: NO ☒

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES ☒ NO ☐

TERM PRICE CLAUSE: BIDDER MUST STATE

A. Bid prices firm for the full contract period: VRS; or

B. Bid prices subject to escalation/de-escalation: _____.

C. If (b), state period for which bid prices will remain firm through _____.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidders equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 05-076**


Araron Suk
COMPANY NAME

2600 SW 12TH ST.
STREET ADDRESS OR P.O. BOX

LINCOLN NE 68522
CITY, STATE ZIP CODE

402-423-8776 - 402-890-0631
TELEPHONE

EMPLOYER'S FEDERAL I.D. NO. OR
SOCIAL SECURITY NUMBER


SIGNATURE

Araron Suk
PRINT NAME

TITLE

DATE

Monthly
TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATIONS BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, A SELF-ADDRESSED STAMPED ENVELOPE MUST BE ENCLOSED WITH YOUR BIDDING DOCUMENTS.